AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		ON OF	1. CONTRACT ID CODE			PAGE OF PAGES  1   6	
2. AMENDMENT/MODIFICATION NO. 0001 (One)		TIVE DATE 4 ary/31/2007	. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicab			CT NO. (If applicable)	
6. ISSUED BY	CODE			ERED 1	BY (If other than Item	6)	
American Embassy - Asuncion 1776 Mariscal López Avenue and Kubit Phone: (595)(21) 213-715 Fax: (595)(2		ncion, Paraguay	CODE Same a block	#6			
8. NAME AND ADDRESS OF CONTRACT		eet,city,county,State,and Z	IP Code)		9a. AMENDMENT	OF SOLIC	ITATION NO.
				~	S-P	A100-06-	R-0001
					9b. <b>DATED</b> (SEE IT	TEM 11)	
						12/22/20	06
					10a. MODIFICATI	ON OF CO	NTRACT/ORDER NO.
					10b. <b>DATED</b> (SEE )	ITEM 13)	
11.	THIS ITEM	ONLY APPLIES TO A	MENDMENTS	OF SOI	LICITATIONS		
copy of the offer submitted; or(c) By separate FAILURE OF YOUR ACKNOWLEDGOFFERS PRIOR TO THE HOUR AND amendment you desire to change an offer or letter makes reference to the solicitation.	MENT TO DATE SPE already subm and this am	BE RECEIVED AT TO ECIFIED MAY RESUlitted, such change may endment, and is received.	THE PLACE I JLT IN REJEC y be made by te	DESIG CTION legram	NATED FOR THE OF YOUR OFFE or letter, provided 6	E <b>RECEIP</b> T <b>R.</b> If by vireach telegra	T OF tue of this
12. ACCOUNTING AND APPROPRIATION  13. THI	-	equired) PLIES ONLY TO MODI	FICATIONS O	F CONT	TRACTS/ORDERS,		
IT	MODIFIES T	THE CONTRACT/ORD	ER NO. AS DES	CRIBE	D IN ITEM 14.		
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		NT TO: (Specify authorit	y) THE CHANG	ES SET	FORTH IN ITEM 14	ARE MADE	E IN THE
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S	NTRACT/ORE					ES (such as c	hanges in paying
C. THIS SUPPLEMENTAL AGREE							
D. OTHER (Specify type of modifica	tion and autho	prity)					
E. IMPORTANT: Contractor [] is not, [] is a	required to sig	n this document and return	n _ copies to the	e issuing	office.		
14. DESCRIPTION OF AMENDMENT/MO				cluding s	solicitation/contract si	ıbject matter	where feasible.)
1. The solicitation referenced in block #9a section B and (b) correct the prior experies							
<ul><li>(a) A revised/corrected Section B as</li><li>(b) Revised clauses C.1.1.24.1, L.4.</li></ul>			attached.				
Except as provided herein, all terms and conditi 15A. <b>NAME AND TITLE OF SIGNER</b> ( <i>Typ</i>		ument referenced in Item			changed, remains unc	_	n full force and effect.
			R. Scott Bowers – Contracting Officer				
15B. NAME OF CONTRACTOR/OFFEROI	R	15C.DATE SIGNED			S OF AMERICA	3	16C.DATE SIGNED
$\mathbf{p}\mathbf{v}$		SIGNED	DV				

# (a) SECTION B PART I PRICE - HEALTH INSURANCE

#### B.1. Health Insurance Services.

The Contractor shall provide Health Insurance services to employees of the Government of the United States of America in **Paraguay**. The groups of employees who shall be provided this insurance are listed in C.1.2. This insurance shall be provided in accordance with Section C and the Exhibit(s) in Section J.

# B.2. Prices.

This is a fixed price with economic price adjustment requirements type contract under which will be issued firm, fixed-price task orders. The fixed prices/premium rates (in local currency) for the health insurance services as specified in Section C and Exhibit A of Section J are as follows:

\* Note to Offerors/Contractors: VAT is not applicable at this time to the USG Share (see clause C.1.) due to a Government Of Paraguay (GOP) tax exemption, so Contractor shall not charge for VAT to the USG share while GOP Law No. 110/92 from GOP's Ministry of Finance exempting for VAT charges is in effect. VAT charge however, is not exempted to the Employee' share and shall be included in the invoice.

#### **B.2.1. BASE YEAR OF CONTRACT:**

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee		
Single Employees (Self				
only)				
Family Plan	160			
VAT (IVA)				
SUBTOTAL				

# B.2.2. FIRST OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee		
Single Employees (Self				
only)				
Family Plan	160			
VAT (IVA)				
SUBTOTAL				

Total Price for Fist Option Year (Subtotal x 26):
---------------------------------------------------

# B.2.3. SECOND OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee		
Single Employees (Self				
only)				
Family Plan	160			
VAT (IVA)				
SUBTOTAL				

Total Price for Second Option Year (Subtotal x 26):	
Total Price for Second Upiton Year (Subjoial X 70).	
Total Trice for Second Option Teal (Subtotal A 20).	

# B.2.4. THIRD OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee		
Single Employees (Self				
only)				
Family Plan	160			
VAT (IVA)				
SUBTOTAL				

Total Price for Third Option Year (Subtotal x 26):
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#### B.2.5. FOURTH OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee		
Single Employees (Self				
only)				
Family Plan	160			
VAT (IVA)				
SUBTOTAL				

Total Price for Fourth Option Year (Subtotal x 26):	
Total Titee for Total appropriate (Stational A 20).	

GRAND TOTAL	RASE PERIOD	PLUS OPTION	VFARS.
TINAND IVIAL	DASE LEKKUD		ILANO.

# B.3 Administrative Retention Amounts

B.3.1 If the Contractor requests a price adjustment under B.4 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.2. This retention amount will not be adjusted for any reason.

The retention amount is part of the premium and may include, but not be limited to, such costs as overhead and general and administrative costs. It will also include any profit. Essentially, it includes all costs except the actual portion of the premium intended to fund claims paid to the health care provider/claimant.

B.3.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

NOTE TO OFFEROR - Fill in the fixed retention amounts for each period of performance and for each category of premium. This fixed amount must be expressed in the currency in which the premium amount is proposed. The fixed retention amount shall NOT be expressed in terms of a percentage of the premium. [Remove this note from the final contract].

B.3.2 Retention Amounts **per separate premium paid** per single employee and per family plan.

Period of Performance	Single Employees (Self Only)	Family Plan
Base Period		

Option Year 1		
Option Year 2		
Option Year 3		
Option Year 4		
GRAND TOTAL		

#### B.4. Economic Price Adjustment-Health Insurance Premiums.

- B.4.1. Premium Adjustment based on Experience For health insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during the first twelve months. After such time, the contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the contractor agrees to provide the Government a balance sheet showing two main components for the time period: (1) receipts (premiums received) minus the retention amount and (2) claims paid. The retention amount is not subject to adjustment. The Government reserves the right to have an independent third party review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.
- B.4.2. <u>Premium Adjustment Based on Laws</u> The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the contractor to perform this contract at the contracted rate. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The contractor agrees to provide all documentation necessary to support any requested adjustment.
- B.4.2.1 <u>Employee Pool</u> This clause is only in effect if the contractor included details in its offer regarding a pooling arrangement, of which this contract is a part.

Before any adjustment is made under this price adjustment clause, the Contractor must include in its proposal for adjustment, details setting forth how the pool impacts the request for equitable adjustment.

- (b) Clauses C.1.1.24.1, L.4.3.2.1 and L.9 shall read as follows:
  - C.1.1.24.1. The Contractor shall have a minimum of two (2) years progressively responsible prior work experience in this business.
  - L.4.3.2.1. Experience and Past Performance. List all contracts and subcontracts your company has held over the past two (2) years for the same or similar work. Provide the following information for each contract and subcontract:
  - L.9 FINANCIAL STATEMENT The offeror shall provide a current statement of its financial condition, certified by a third party. This current statement shall include: <a href="Income (profit-loss">Income (profit-loss)</a>) Statement that shows profitability for the past two (2) years;

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- 2. Except as provided herein, all terms and conditions of the Solicitation referenced in Item 9a. above, as heretofore changed, remains unchanged and in full force and effect.
- 3. Nothing follows.

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